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JS-6

Attorneys for Plaintiff  
VMR PRODUCTS, LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

VMR PRODUCTS, LLC, a Florida limited liability company,

Plaintiff,

v.

VAS MEDIA GROUP, INC., a California corporation;

ZCOR, INC. d.b.a. EMERALD LUX, a California corporation; and

JOHN DOES 1-10

Defendants.

CASE NO.: CV12-7751-CAS (FMOx)

**STIPULATED JUDGMENT**

Plaintiff, VMR Products LLC, (“VMR”), Zcor Inc. (“Zcor”) d.b.a. Emerald Lux, and VAS Media Group, Inc. (“VAS”) (collectively, the “parties”) having reached an agreement for the purpose of compromising and resolving the disputes between them and having consented to the entry of this Order, either personally or through their undersigned counsel, and after consideration, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Zcor and VAS have accepted service of the Amended Complaint in this suit, and hereby submit to the personal jurisdiction of this Court.

1           2.       VMR owns all right, title and interest in the mark V2CIGS® trademark, as  
2 identified in Paragraph 5 of the Amended Complaint (“the V2CIGS® mark”).

3           3.       The V2CIGS® mark is valid and enforceable.

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5           4.       Based on VMR’s ownership and good faith prior use of the V2CIGS® mark, VMR  
6 has superior and exclusive rights in and to the V2CIGS® marks in the United States and any  
7 confusingly similar names or marks.

8           5.       Zcor adopted and began using the mark V2 in connection with the sale of electronic  
9 cigarettes at least through its website www.emeraldlux.com, and thereby infringed VMR’s  
10 registered V2CIGS® trademark.

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12           6.       Zcor’s use of names and marks incorporating the term V2 is likely to cause  
13 confusion as to source or origin.

14           7.       The parties desire to settle and have amicably resolved their dispute to each of their  
15 satisfaction, and have memorialized the terms of such settlement in a Settlement Agreement,  
16 executed on January 22, 2013.

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18                               **RELIEF GRANTED TO PLAINTIFF:**

19           8.       Zcor and VAS, and their respective officers, agents, owners, servants, employees  
20 and attorneys and all persons in active concert and participation with them are hereby permanently  
21 restrained and enjoined from:

22                       (a)     using any VMR trademarks or any variation thereof,  
23 specifically including, but not limited to: V2CIGS® and V2;

24                       (b)     diluting, blurring, passing off or falsely designating the origin  
25 of any VMR trademark and from injuring VMR’s goodwill and reputation;

26                       (c)     doing any other act or thing likely to induce the belief that the  
27 Zcor’s products are in any way connected with, sponsored, affiliated, licensed, or endorsed  
28 by VMR;

1 (d) using or displaying any VMR mark or any variation thereof,  
2 including without limitation V2CIGS<sup>®</sup> or V2, for goods or services in any location,  
3 circumstance or environment, including on the Internet, or as domain names, email  
4 addresses, meta tags, invisible data, or otherwise engaging in acts or conduct that would  
5 cause confusion as to the source, sponsorship or affiliation of Defendants with VMR;

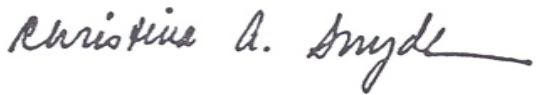
6 9. Any party shall have the right to seek sanctions for contempt, compensatory  
7 damages, injunctive relief, attorneys' fees, costs, and such other relief as deemed proper in  
8 the event of a violation or failure to comply with any of the provisions hereof. The  
9 prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and  
10 costs.

11 10. The causes of action between parties, inclusive of all John Does named  
12 herein, are hereby dismissed with prejudice, subject to the terms of the Settlement  
13 Agreement between the parties.

14 11. The parties shall each bear their respective attorneys' fees and costs incurred  
15 in connection with this action.

16 12. This Court will retain continuing jurisdiction over this cause to enforce the  
17 terms of this Stipulated Judgment and Permanent Injunction and the Settlement  
18 Agreement.

19 SO ORDERED this 13th day of February, 2013.

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23 CHRISTINA A. SNYDER  
24 UNITED STATES DISTRICT JUDGE  
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5 CONSENTED TO BY:

6 **FELDMAN GALE, P.A.**

7 /s/Todd M. Malynn

8 **Todd M. Malynn**

9 CA State Bar No.: 181595

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11 AND

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13 /s/John W. Fagerholm

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